

MEMORANDUM OF UNDERSTANDING

between

HOONAH INDIAN ASSOCIATION

and

DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
GLACIER BAY NATIONAL PARK AND PRESERVE

to

RECOGNIZE GOVERNMENT-TO-GOVERNMENT RELATIONSHIP

and

AREAS OF MUTUAL CONCERN AND SUPPORT,
ESTABLISH A FRAMEWORK FOR COOPERATIVE RELATIONSHIPS,
AND PROMOTE COMMUNICATION

Article 1. Background and Objectives

This memorandum of understanding (MU) is made and entered into by and between Glacier Bay National Park and Preserve (GBNPP) of the National Park Service (NPS) and Hoonah Indian Association (Tribe). The purpose is to formally recognize our government-to-government relations and recognize areas of mutual concern and support, establish a framework for cooperative relationships, and promote communication between both parties.

Whereas, the NPS, is charged with cooperating with, and facilitating the traditional cultural activities of, federally recognized tribal governments under the provisions of the Alaska National Interest Lands Conservation Act of 1980; the Presidents' Federal Indian Policy, January 24, 1983; the American Indian Religious Freedom Act of 1978; the Alaska Native Claims Settlement Act of 1971; the Archeological Resource Protection Act of 1980; and the Native American Graves Protection and Repatriation Act of 1990 and;

Whereas, the Tribe, under the provisions of the Indian Reorganization Act of 1934 which recognizes the governance of Hoonah Tlingit people by the Hoonah Indian Association under the Constitution and Bylaws of the Hoonah Indian Association; is a federally recognized tribal government with all powers and responsibilities inherent in a sovereign government and;

Whereas, the traditional territory of the Tribe includes all of the lands now part of Glacier Bay National Park, except for the northwestern portion, ending at a point near Cape Fairweather; and

Whereas, GBNPP has been delegated authority to enter into a MU with local, state, or federal organizations, or federally recognized tribal governments; and

Whereas, GBNPP and the Tribe have mutual and overlapping interest in documenting and recounting a proper account of Tlingit heritage and presence in the greater Glacier Bay area; and

Whereas, the Tribe and GBNPP are both interested in promoting the understanding of Tlingit history, culture, and the interpretation of traditions of the Tribe; and

Whereas, the NPS in managing GBNPP has information and resources beneficial and sensitive to the Tribe and the Tribe in managing Tribal affairs has information and resources beneficial to GBNPP; and

Whereas, frequent cooperation, sharing of information and expertise is of mutual aid; and

Whereas, GBNPP recognizes the importance of Tlingit elders' accounts of the natural and cultural history of Glacier Bay in the understanding and interpretation of the park; and

Whereas, GBNPP seeks the continued input of tribal members to improve park operations, planning, management and community relations;

NOW, THEREFORE: to satisfy the mutual responsibilities and interests and to derive mutual public benefits, GBNPP and the Tribe agree to engage in a number of activities as detailed below.

Article II. Statements of Work

In consideration of the above premises, the GBNPP and Tribe agree as follows:

1. Tribe agrees to:
 - a. Assign a TRIBAL liaison officer who shall be responsible for coordinating communication and activities between the Tribe and GBNPP.
 - b. Form an advisory board that will consult with GBNPP in identifying areas of common concern and interest, and articulate culturally appropriate ways in which those concerns and interests might be addressed.
 - c. Assist in identifying and articulating culturally appropriate ways in which the GBNPP might contact persons knowledgeable about Tlingit culture as it relates to Glacier Bay.
 - d. Disseminate information to tribal members about NPS programs which might be of benefit to the Tribe, such as the Resource Apprenticeship Program for Students.
 - e. Provide at least annually to tribal members a report on the activities and achievements which have resulted from this MU.
 - f. Provide comment to GBNPP on park planning and management as it relates to Tribal interests.
2. NPS agrees to:
 - a. Recognize the Tribe as a self government with which GBNPP as a federal agency has a government-to-government relation.
 - b. Assign a GBNPP liaison officer who shall be responsible for coordinating

communication and activities between GBNPP and the Tribe.

- c. Inform the Tribe through the liaison officer of relevant NPS events, training or other activities potentially beneficial to the Tribe which they might attend and facilitate, whenever and wherever possible, tribal participation in such activities or events.
- d. Participate in cooperative historical, ethnographic, and archeological research.
- e. Actively pursue ways in which GBNPP might collect, integrate and apply knowledge of Tlingit culture and history in the GBNPP planning and management process, as well as interpretive programs and visitor information.
- f. Invite comment from the Tribe concerning Park operations, planning, and management.
- g. Regularly advise the Tribe of employment opportunities at GBNPP and provide detailed and specific instructions to Indian applicants applying for vacant seasonal and regular positions.
- h. Make NPS resources and professional expertise available for the furtherance of this program, subject to the applicable Federal laws, regulations, and park planning and subject to approval by the park superintendent or designated representative. Whenever appropriate and mutually agreed upon, GBNPP and the NPS Systems Support Office will provide cultural resources technical assistance such as archeological, anthropological or curatorial advice and assistance.
- g. Include knowledge of Tlingit history and culture as a desirable criteria for appropriate GBNPP positions.

3. Both Parties agree that:

- a. This MU in no way restricts the parties from participating with other public and private agencies, organizations, and individuals, or from accepting contributions and donations for other similar agreements or projects.
- b. Nothing in this agreement shall obligate any party in expenditure for funds, or by future payments of money, in excess of appropriations authorized by law and administratively allocated.
- c. Each party agrees, at minimum, that it will be responsible for its own acts and the results thereof; and each party shall not be responsible for the acts of the other party; and each party agrees it will assume to itself the risk and liability resulting in any manner under the agreement.
- d. Both parties meet alternately in Hoonah and Gustavus/Bartlett Cove to discuss methods to implement this agreement.
- e. Tribal and GBNPP liaison officers will work together to facilitate communication between both parties and complete consultation responsibilities.

Article III. Term of Agreement

This MU shall be in effect for five years from the effective date of the last signature, unless terminated earlier according to ARTICLE VI of this MU. It will be reviewed at that time and renewed if in the best interest of both parties.

Article IV. Key Officials

Key officials representing the NPS will be the Superintendent, GBNPP, the Chief of Resource Management, GBNPP, and the appointed NPS liaison officer.

Key officials representing the Tribe will be the President of the Hoonah Indian Association and the Tribal Administrator of the Hoonah Indian Association. The primary contact person will be the appointed liaison officer .

Article V. Prior Approval

Any amendments, revisions, addenda, extensions, or reaffirmation of this MU must be in writing and be approved and signed by the original signature authority.

Article VI. Termination

This MU may be terminated by either party with a 30 day written notice to the other party.

Article VII. Required Clauses

"During the performance of this agreement, the participants agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin."

"No member or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom, but this provision shall be construed to extend to this agreement if made with a corporation for its general benefit."

The undersigned agree to the provisions of this Memorandum of Understanding:

MODIFICATION NUMBER ONE
MEMORANDUM OF UNDERSTANDING

between

HOONAH INDIAN ASSOCIATION

and

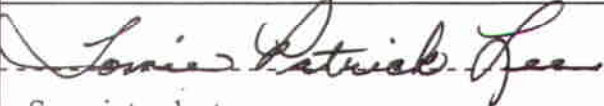
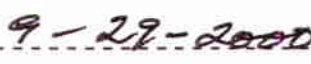
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
GLACIER BAY NATIONAL PARK AND PRESERVE



This Memorandum of Understanding entered into between the National Park Service and the Hoonah Indian Association is to recognize a government-to-government relationship and areas of mutual concern and support, and to establish a framework for a cooperative relationship and to promote communication.

Except as agreed to herein, no other terms and conditions of the original Memorandum of Understanding are changed or affected by this Modification Number One.

1. Modify terms of agreement from expiring on September 30, 2000, to September 30, 2005.

IN WITNESS WHEREOF, the Hoonah Indian Association and the National Park Service have approved and accepted the modification set forth above to the original Memorandum of Understanding.

For: Glacier Bay National Park and Preserve	
	
Superintendent	Date

For: Hoonah Indian Association	
	
President	Date